UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF OHIO EASTERN DIVISION

BABCOX MEDIA, INC.,) CASE NO.: 5:19-cv-01786
Plaintiff,	JUDGE SARA LIOI
vs.)) DECLARATION OF
TFI ENVISION, INC., et al.,) GREG CIRA
Defendants.)

I, Greg Cira, pursuant to 28 U.S.C. § 1746, declare as follows:

- 1. I am the President of Plaintiff Babcox Media, Inc. ("Babcox"), and I make this declaration with respect to the *Babcox Media, Inc. v. TFI Envision, Inc., et al.* legal action, based on my personal knowledge and information, and my review of records and documents maintained by Babcox in the ordinary course of its business.
- 2. Babcox Media, Inc. ("Babcox") is located in Akron, Ohio and is a supplier of media services, including paper and on line publications, which, acting in conjunction with advertising and media placement companies, connects brand marketers with niche audiences in the automotive, auto care, power sports and truck fleet markets in Ohio and elsewhere.
- 3. TFI Envision, Inc. ("TFI") is an advertising agency and media buyer for clients, including but not limited to, those who wish to place automotive advertising in media created, controlled and distributed by Babcox. Between 2015 and 2019, TFI has negotiated and entered into numerous placement agreements with Plaintiff in Ohio, bought and placed direct client advertising with Babcox in Ohio, and paid Plaintiff itself for advertising services performed in Ohio pursuant to TFI's orders, including for one of Babcox's long time advertisers, Standard Motor Products ("SMP"). All of Babcox's professional services for TFI have been performed in Ohio. True and accurate copies of representative placement agreements and billing records between TFI and Babcox are attached hereto as Exhibit 1.
- 4. Prior to 2018, Babcox has never done business with Hillcorp, LLC, HillStory Media or Sean-Patrick Hillman (collectively "Hillman"). In or around 2018, TFI contacted Babcox and indicated it would be placing some orders with Babcox for SMP and other advertisers, working jointly with Hillman as its partner or agent, because Hillman allegedly had expertise in various online media platforms. TFI indicated it would still receive the payment from SMP and other advertisers itself, and ensure Babcox was paid for its services. But for TFI's involvement, Babcox would not have done business with Hillman.

EXHIBIT
A

- 5. Babcox subsequently received large number of joint advertising placement orders in 2018 bearing both the TFI and Hillman logos, indicating to Babcox that the orders were being collectively placed by TFI and Hillman. Relying on this, Babcox provided in excess of \$100,000 worth of advertising services to the Defendants in Ohio. True and accurate copies of representative joint placement orders between Babcox and TFI/Hillman are attached hereto as Exhibit 2.
- 6. Babcox was not paid for all of its work performed under the joint TFI/Hillman placement orders, and thus reached out to TFI and Hillman about this. TFI, acting through its President Elizabeth Ball ("Ball"), indicated it had received the payment for this work from SMP and other advertisers, but rather than paying Babcox directly as it had done many time in the past, instead forwarded the money to its partner Hillman. However, neither TFI or Hillman have fully paid for Babcox's services at issue in this action.
- 7. During ongoing discussions in 2019 about the failure of TFI and Hillman to pay for their joint orders, Ball told Babcox that TFI would follow up with Hillman and make sure Babcox was paid. Babcox also communicated with Hillman, who acknowledged he received the money SMP paid for the Orders placed with the joint TFI/Hillman logos, and made numerous promises to pay. However, neither Hillman or TFI have fully paid Babcox for their joint Orders to date.
- 8. Babcox subsequently communicated with SMP in 2019 and 2020 about the failure of TFI and Hillman to pay for its placement orders. SMP provided Babcox with a copy of a Statement of Work agreement between SMP on one hand, and TFI and Hillman acting jointly as the "Agency" on the other hand, prepared and signed by Elizabeth Ball of TFI and Carol Karpa of Hillman, whereby TFI and Hillman were to perform extensive media placement services for SMP for a renewable one year term beginning on January 1, 2019. This agreement bears the same joint TFI/Hillman logo as is found on their Babcox placement orders at issue in this lawsuit. After neither TFI or Hillman paid Babcox for their joint orders, Babcox was informed that SMP terminated its agreement with them for that reason. A true and accurate copy of the joint TFI/Hillman SMP Statement of Work agreement is attached hereto as Exhibit 3.
- 9. Paragraph (1), (a) on page 3 of 4 of the SMP TFI/Hillman Statement of Work agreement, "Legal Relationship Details, Payments," provides in pertinent part "The Agency [TFI/Hillman] shall be solely liable for payment of all vendor invoices, once the Agency has been paid for those invoices by the Client." SMP also confirmed that it paid TFI for the subject placement orders.
- 10. TFI continued to negotiate and place advertisements with Babcox in Ohio, through 2019. Copies of representative orders TFI has negotiated and placed with Babcox in Ohio are attached hereto as Exhibit 3.
- 11. Defendants TFI and Hillman reached out to Babcox and initiated contact with Babcox in Ohio regarding the placement orders at issue, and the terms of the Orders were negotiated by them during phone and email communications with Babcox in Ohio. Babcox fully performed the work required under the Orders in Ohio. Payment was required to be made to Babcox in Ohio. The advertising placed arising the Orders was published in Ohio and elsewhere.

I declare under penalty of perjury this ____ day of February, 2021 that the forgoing is true and correct, to the best of my knowledge and information.

Greg Cira Cira

Della Femina Advertising

MAGAZINE ORDER REVISION

Counterman Babcox Media, Inc 3550 Embassy Pkwy Akron, OH 44333-8313 Glenn Warner
Babcox Media, Inc
3550 Embassy Pkwy
Akron, OH 44333-8313
gwarner@babcox com
330-670-1234 #212
Fax 330-670-7157

Publication: Counterman

Client: TFI Envision, Inc/SMP

Division: TFI Envision, Inc /SMP **Product:** Standard Motor Products

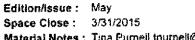
Campalan :

Order No.: 003861-01 Date: 1/14/2015
Page: 1 of 3 Ven/Rep: counte

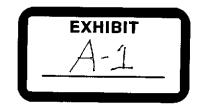
Buyer: Lindsey Kerndt

Description: SMP 2015 Counterman

Campaign :				
Insert Line Date	Ad Size	Headline	Material Due	Gross Amount
REVISED 001 1/1/2015	P4C	TechSmart	12/19/2014	5,072 30
Space Ciose :	January 12/16/2014 Tina Purnell ipurnell@babcox.com 330-670-13	234 x 243		
002 2/1/2015	P4C	TechSmart	1/26/2015	5 072 30
Space Close:	February 1/19/2015 Tina Pumell tpumell@babcox.com 330-670-1	234 x 243		
003 3/1/2015	P4C	App Promotion	2/18/2015	5 072 30
Space Close :	March 2/18/2015 Tina Purnell (@babcox.com 330-670-1)	234 x 243		
004 4/1/2015	P4C	Make It QWIK Promotion	3/23/2015	5 072 30
Edition/issue : Space Close ; Material Notes :	April 3/16/2015 Tina Purnell (purnell@babcox.com 330-670-1)	234 x 243		
005 4/1/2015	8-Page Tip In	Creative TBD	4/1/2015	14 450 00
Edition/Issue : Space Close : Instructions : Material Notes :	April Tip-In 4/1/2015 Material Deadlines TBD Tina Pumell tpurnell@babcox.com 330-670-1:	234 × 243		
011 5/1/2015	P4C	TechSmart	4/7/2015	5 072 30



Material Notes: Tina Purnell (babcox.com 330-670-1234 x 243



Della Femina Advertising

MAGAZINE ORDER REVISION

Counterman Babcox Media, Inc. 3550 Embassy Pkwy. Akron, OH 44333-8313 Glenn Warner Babcox Media, Inc. 3550 Embassy Pkwy. Akron, OH 44333-8313 gwarner@babcox.com 330-670-1234 #212 Fax: 330-670-7157

Publication: Counterman

Client:

TFI Envision, Inc/SMP

Division:

TFI Envision, Inc./SMP

Product:

Standard Motor Products

Market:

Date: 10/8/2017 004272-00 Order No.: Ven/Rep : counte 1 of 2 Page: Buver: Susan Farren

Description: SMP 2017 Counterman Magazine

Line	insert Date	Ad Size	Headline	Materiai Due
001	3/1/2017	2 RH PAGES	Standard Diesel-Rd & Turbo Chargers	2/15/2017

Material:

2 Right Hand Pages

Space Close:

2/15/2017

002 4/1/2017 2 RH PAGES

3/3/2017 5,168.00 Standard Diesel-Rd & Turbo Chargers

Material:

2 RH PAGES Space Close:

3/1/2017

REVISED

003 6/1/2017

2 RH Pages

Materiai: 2 Right-Hand 4CFP ads

Space Close:

5/1/2017

005 9/1/2017

4C FP

P4C PARTS

Material: Space Close:

8/1/2017

006 9/1/2017

FALSE COVER

8/14/2017 11,165.00 Standard Diesel FJ927NX & ECK1

Material:

FALSE COVER

Space Close:

8/1/2017

004 10/1/2017

1 RH PAGES

9/5/2017 2,584.00 TPMS TOR FOOSBALL

Material:

Right-Hand-4C FP

Space Close:

9/1/2017

007 10/1/2017

Belly Band

Material: Space Close:

Belly Band 9/1/2017

TPMS - Safety First

Standard Diesel-Road-Turbo Chargers

TPMS-TOR-FOOSBALL

9/14/2017

10/1/2017

5/5/2017

8/14/2017

6,116.00

9.120.00

Gross **Amount**

5,168.00

5,168.00

5,330.00

008 10/1/2017

Material:

8-page Techsmart Insert

MAGAZINE ORDER REVISION

Publication: Counterman

Order No.: Page:

004272-00

2 of 2

Date: 10/8/2017

Ven/Rep : counte

Insert Date

Ad Size

Headilne

Material Due

Gross

Space Close: 9/1/2017

Line

Amount

009 11/1/2017

1 RH PAGES

TPMS TOR X-RAY

11/1/2017

2,584.00

Material:

Right-Hand-4C FP

Space Close: 11/1/2017

Sub-Total:

52.403.00

Agency Commission:

-7,860.45

Order Total

\$44,542,55

Shipping Address

Counterman Babcox Media, Inc. 3550 Embassy Pkwy. Akron, OH 44333-8313

Agency Authorization:

Date:

10/8/2017

Vendor Acceptance:

Date:

The insertion order number must be on the invoice. Invoices will not be processed without the insertion order number.

Send two checking copies along with invoice to: **Della Femina Advertising** 60 East 42nd Street; Suite 650

New York, NY 10165 Attn: Accounts Payable

Close Unlock



All other correspondence to: 3550 Embassy Parkway Akron, OH 44333-8318 p: 330.670.1234 f: 330.670.7168

INVOICE

DATE

INVOICE #

11/9/2017

2017-123594

Bill To:

Amy Pollard TFI Envision, Inc 111 Westport Avenue Norwalk, CT 06851

Advertiser:

BBB Industries

PO Number	Publication	Issue	Year	Ad Size	Gross	Net	Amount
3342	AAPEX Express	Nov	2017	Full Page	7,630.00	7,630.00	\$7,630.00
Total							\$7,630.00

Total:	\$7,630.00

Check #41741 payment posted on 11/22/2017	-7, 5 30.00
Total Due After Payments	\$0.00

Payment is due on or before 12/9/2017

FED. ID. 27-1128664

TERMS: 30 days from date of invoice, U.S. funds, no agency fee on overdue accounts. Any claim for adjustment must be presented in writing within 20 days from date of billing.

Close | Unlock



All other correspondence to: 3550 Embassy Parkway Akron, OH 44333-8318 p: 330.670.1234 f: 330.670.7168

INVOICE

DATE

INVOICE #

11/9/2017

2017-123595

Bill To:

Amy Pollard TFI Envision, Inc 111 Westport Avenue Norwalk, CT 06851

Advertiser:

BBB Industries

PO Number	Publication	Issue	Year	Ad Size	Net	Amount
	AAPEX Event Guide	Nov	2017	Logo & Bold Listing	0.00	\$0.6
3342	WALEY EASIII GOIGE	1 1101	_ ==			\$0.

Payment is due on or before 12/9/2017

FED. ID. 27-1128664

TERMS: 30 days from date of invoice, U.S. funds, no agency fee on overdue accounts. Any claim for adjustment must be presented in writing within 20 days from date of billing.

Unlock Close



All other correspondence to: 3550 Embassy Parkway Akron, OH 44333-8318 p: 330.570.1234 f: 330.670.7168

INVOICE

DATE

INVOICE#

11/9/2018

2018-139247

SM To:

Amy Pollard TFI Envision, Inc 111 Westport Avenue Norwalk, CT 06851

Advertiser:

BBB Industries

PO Number	Publication	tasue	Year	Ad Size	Gross	Net	Amount
3681	AAPEX Express	Nov	2018	Full Page	7,630.00	7,630.00	\$7,630.0
otal			*				\$7,630.0
4.1.					· · · · · · · · · · · · · · · · · · ·		\$7,630.0
fotal·		·····					\$7,6
nai:							\$7,630
otal: :heck #42381 payment po	sted on 12/5/2018						\$7,630.0 -7,630.0

Payment is due on or before 12/9/2018

FED. ID. 27-1128664 TERMS: 30 days from date of invoice, U.S. funds, no agency fee on overdue accounts. Any claim for adjustment must be presented in writing within 20 days from date of billing.

Close Unlock



All other correspondence to: 3550 Embassy Parkway Akron, OH 44333-8318 p: 330.670.1234 f: 330.670.7168 INVOICE

DATE

INVOICE #

11/12/2018

2018-139248

Bill To:

Amy Pollard TFI Envision, Inc 111 Westport Avenue Norwalk, CT 06851

Advertiser:

BBB Industries

PÓ Number	Publication	Issue	Year	Ad Size	Net	Amount
3681	AAPEX Event Guide	Nov	2018	Loga & Bold Listing	0.00	\$0.00
Total						\$0.00

- 5		\$0.00
- 1	Total:	

Payment is due on or before 12/12/2018

FED. ID. 27-1128664

TERMS: 30 days from date of invoice, U.S. funds, no agency fee on overdue accounts. Any claim for adjustment must be presented in writing within 20 days from date of billing.



All other correspondence to: 3550 Embassy Parkway Akron, OH 44333-8318 p. 330.670.1234 f: 330.670.7168

INVOICE

DATE

INVOICE #

7/26/2018

2018-138454

Bill To:

Amy Pollard TFI Envision, Inc 111 Westport Avenue Norwalk, CT 06851

Advertiser:

Old World Industries

PO Number	Publication	Issue	Year	Ad Size	Production Charge	Net	Amount
3657	Tomorrow's Tach	Jul - Poster	2018	T2 Poster	3,800.00	0.00	\$3,800.0
otal							\$3,800.0
F						1	ta ann n
otal:							\$3,800.
Total:	nt posted on 8/20/2018						\$3,860.1 -3,800.1

Payment is due on or before 8/26/2018

FED, ID, 27-1128664 TERMS: 30 days from date of invoice, U.S. funds, no agency fee on overdue accounts. Any claim for adjustment must be presented in writing within 20 days from date of billing.

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Order Ref. #:

SMP8AB020518-3

Advertiser:

Standard Motor Products

Contact:

Sean Jareck 212,246,5520

Phone: Email:

sjareck@hillstory.com

Conta

4/20/18 Revised Babcox Media, Inc.

Vendor: Babcox Media, Ini Contact: Mike Maleski

Phone: 330-670-1234 x219

Email: mmaleski@babcox.com

See Media Plan Incorporated Herein For Details On Ad Placement.

Payment Due Date:

Net 30 Days

Total Payment Due:

\$70,759.95

hillSTORY Authorized Signature:

Sean Jarech

(Of	Publication / Placement	Isase / Aun Data	Space	Material	Unie	Position	Digital Media	Gross Media Cost (USO)	Length of Piacement	lmpressions
IOSMP2018		ha i wisa tasi kawa	Cleans	2/15/15	300+250	Futs Pas C	Website	\$1,100,00	1 ments	43,000
0300-02	Aftermarkethews com	March	2/1/18		528:95	Fired Pas A	Websie	\$1,100 00	1 mean	42,000
0300-03	Aftermarkethews com	Мау	4/2/13	4/16/10	3001250	Flied Per C	Website	\$1,100.00) month	47,000
0300-01	AftermarketHews com	lipter Maria	3/1/10	1/15/18		-		\$1,100 00	I manin	47,000
D300-05	Aftermarkethews com	∂ <i>rtober</i>	5/31/18	#/14/1B	3001ZSQ	Fixed Pat 🖟	Website	\$1,100 D0		42,000
0300-06	Aftermers ethews com	November	10/1/18	10/15/18	\$00+250	fined Pos &	Wetene	51.100 DO	1 month 1 week Block	18,000
p310-03	Alternacia etiewa com (Premium Puchdown)	7/23/18 7/29/18	6/18/18	7/2/18	900,450,900+150	Cop of Page	Website	-		18,000
0310-04	AftermarketNews,com (Premium Publishm)	8/2//16 5/2/15	7/23/10	0/6/12	9001450,900+150	Tops of Page	Website	\$1,100.00	1 week Block	
D310-C5	AftermarketNews com (Premium Peshdown)	9/17/18 9/23/16	8/13/18	8/27/18	900+450,900+150	Top of Page	Website	51,100 00	1 week Block	12,000
D310-06	Afternankelikews took (Premium Pushdown)	11/19/38 11/23/35	10/15/18	10/29/18	900-450, 900-150	Top of Page	Website	\$1,190.00	1 week Block	18.000
D370-03	Brake And Frank End com	March	2/1/18	2/15/18	728-20	Fired Pos A	Webste	\$1 100.00	1 month	27,000
0320-64	Brake And Frant End com	April	3/1/10	3/15/18	728:90	Stynamic	Litepriza	\$1,100.00	1 month	27,000
D120-05	Bake And Front End com	June .	5/1/18	5/15/18	728:00	Fixed Pos A	Wetse	\$1.100 00	i manin	27,00G
0110-06	first eAndFrontEnd com	tuly	6/1/18	6/15/18	728:90	fixed for A	Websts	51 100 0 0	3 កាចកាដា	27,000
D320-07	Breke And Front End com	Segramber	8/1/ 18	8/15/18	728+90	Fired Pos. A	Webste	\$1.100 00	1 month	27,000
23320-08	Brake And France of com	Nevember	10/1/18	10/15/18	7.28<90	Dynamic	Website	51 100 00	I menth	27,000
D321-01	BrakeAndFrontEnd com VIDEO	£8 4 4	3/1/10	4/2/10	Video Sponsorship	Video	Webse	\$5,038 00	i mantis	73,000
D321-02	BrakeAndFrontEnd com VIDEO	Geteber	8/1/18	8/31/18	Video spaniorship	Vates	iVebute	54,307 00	វី ភេឌពវ៉ា	73.000
0136-01	Counterman tom	March	7/1/18	1/15/18	300+750	Fued Pos B	Websee	\$1,100 66	i month	27,000
D330-04	Countennan com	# prvt	3/1/18	3/15/18	778190	Fixed Pos. A	Website	51 100 no	1 month	27,000
D330-05	Counterview com	inly	6/1/18	6/15/18	778±90	Dynamic	Wabsite	\$1,100 00	1 months	27,200
D130-06	Counterman com	August	7/2/15	7/16/12	7.78 :9 0	Fixed Pos A	Wesse	\$1,100.50	1 morth	27,000
D330-07	Counternan com	September	8/1/18	1/15/18	728490	Dyruntee.	Waterde	\$1,100.00	ែកទៅក	27,000
E0-08ECQ	Counterman com	October	2/11/18	9/14/18	300+250	Fund Pas B	Walsto	\$1,100 00	1 month	27,000
0330-09	Counsents a com	Nov amber	10/1/18	10/15/18	778:30	Dynamic	Webste	\$1,100 00	i month	27,000
0350-11	Counterman com PARALLAX	7/23/18-7/29/18	5/35/18	7/9/18	700±1000, 70G±250	AC35	Website	\$1,100.00	1 Week	\$ 000
L 0370 12	Countennan com Premium Pushdown	5/21/18/8/27/18	4/14/16	4/39/18	9004450,9004150	Top of Fage	Websar	\$1,100.00	1 week Block	tec
ED-DAEG	Import-Cir com	March	2/1/19	2/15/18	7:8:93	Булатік	Website	\$1 100 CG	1 Month	37,000
0345-04	Symport-Car corn	May	4/2/18	4/16/18	128:90	Fixed Pos. A	Website	\$1,100 00	1 Month	17,000
0340-05	Import-Car com	tuly	5/1/18	6/15/18	728×90	Flagd For A	Website	\$1,100.00	1 Month	37,000
0340-06	Import-Car com	August	7/2/18	7/16/18	718:50	Dynamic	Website	\$1,100.00	i Month	37,000
D340-07	Import-Car com	October	8/31/18	9/14/18	728×90	Freed Pos A	Website	\$1,100.00	1 Menth	37,000
D340-08	Import-Car com	विद्यार हमाज्ञात	10/1/18	10/15/18	100:250	Fixed Pos B	Website	\$1,100.00	1 Month	37 000
0340-09	temport-Car com	Detember	11/1/16	11/15/18	728:90	Dynamic	Website	\$1,100.00	1 Month	37,000
D341-01	Import-Car com VIDEO	Julia	4/2/18	5/1/15	Video Spomorsho	Video	Website	53,038 00	Literate	20,000
D341-03	Import-Car com VISEO	September	7/2/15	8/1/18	Video Spomontup	Video	Website	54.407.00	1 Month	50.000
ACCUPATION AND PARTY OF THE PARTY.	Tay Review com	March	2/1/28	7/15/18	728/99	Dynamic	Website	51 100 00	1 Month	27.00
0150-03 0350-03	Linduckien com	May	4/2/18	4/16/16	722:90	Fred Pos A	Waters	51 400 00	1 Month	27,000
D350-04	Firefield and	kine	5/1/18	5/15/18	728×9G	Dynamic	Website	51 100 00	1 Month	27,000
2150-05		jušy jušy	5/1/18	5/15/18 6/15/19	728:90	Fined Post A	Wetne	\$1,100.00	1 Month	27,000
D350-06	Tirefleview com	•		W15/18	728/99	Dyname	Websie	\$1 100.00	1 Month	27,000
D350-07	TireReview com	September	8/1/18			Flood Pass A	Webse	\$1.100.00	1 Month	27,600
D350-04	Theffeview com	October	8/31/18	9/14/18	728:50					45,000
D360-01	TummenowsTechnician com	March	2/1/18	2/15/19	728:90	Dynamic Classicans	Webite	\$1,100.00	1 Manth	45,000
0360-02	Spramonows Technician com	April	3/1/18	3/15/14	728190	fized Pos A	Webtite	51,100 00	1 Month	45,000
0360-03	Tommayows Technician com	http	4/7/18	*/16/18	728190	Dynamic	Webse	\$1.(66.00	1 Month	
D360-D5	TommorrowsTechnician circh	june	5/1/10	5/35/10	728190	Fired Pas A	Metrice	\$1 100 00	1 Month	45,000
D360-05	TommomowsTechnican com	3 taly	6/1/15	6/15/18	7.18v90	Dynamic	Website	51.100.00	1 Month	45,000
D310-66	Encumberated Fedinasian dam	September	8/1/19	5/15/15	726x9 0	Fired Pos A	Webste Webste	\$1,100 60 \$4,2 <u>\$0</u> 20	1 Month 1 Month	45,000 780
D#61-01	FAMISSW moo national swompment	October	7/7/25	9/1/13	Water ar Sponsor	Webmer				

MISTORY Media Cardidential EXHIBIT

0372-01										
	UnderhoodService.com VIDEO	October	8/1/18	8/31/18	Video Spanzorship	Video	Website	\$4,407.00	1 Month	95,000
D370-G5	UnderhoudService.com	L W	6/1/28	6/15/18	72 8:9 0	Dynamic	Website	\$1,100.00	1 Month	95,000
D370-04	UnderhoodService.com		5/1/10	3/25/2E	728:50	Fined Pos. A	Website	\$1,100.00	1 Month	95,000
D370-G3	UnderhoodService.com		1/1/13	3/15/16	728:90	Dynamic	Website	\$1,100.00	1 Month	95,000
D370-02	UnderhoodService.com :		2/1/18	2/15/18	728:00	Fired FoL. A	Website	\$1,100.00	1 Month	95,000

ADDITIONAL INSTRUCTIONS

Send Involces Ta:

hillSTORY Media

Contact:

Sean Jareck 212.246.5520 Creative Agency: TFI Envision, Inc. 111 Westport Avenue

Contact: Catherine Smith Phone: 203,845,0700 x30

1776 Broadway Suite 1510 New York, NY 10019 Phone: Email:

sjøreck@hillistory.com

Norwalk, CT 06851

Phone: 203.845.0700 x30
Email: catherine@tfienvision.com

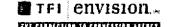
SA STERMS

Materials: Materials for each individual insertion will be sent directly from the advertiser to the publisher by the Materials Que Date listed above unless otherwise specified

involves: All involves must be sent to hill STORY Media only at the address above and NOT to advertiser. Include 10 Number on all involves, otherwise involve will be sent back without processing

Other Terms; hillSTORY Media acts only as an agent for the advertiser and does not guarantee payment from the advertiser, who is solely responsible for payment of this order. hillSTORY Media will bill the advertiser and, upon receipt of payment due, will remit the amount due to media vendor upon payment due date. If hillSTORY Media does not receive payment from the advertiser before the Materials Due Date, then it may cancel this order immediately upon notice and without further obligation to publisher. This IDIs for a one time order only and hillSTORY Media may change, modify or cancel any or all payers of this tO without penalty upon written notice (via email, facsimile, or otherwise) to publisher on or prior to space closing and will have no further obligation to publisher. Any unauthorized or incorrect insertions will be the responsibility of the media vendor neither hillSTORY Media or advertisement runs incorrectly due to any fault of the media vendor neither hillSTORY Media nor advertiser shall be responsible for payment for the advertisement. By accepting this IO, the media vendor understands and agrees to be bound by the parties. This is the complete and exclusive understands of the parties with respect to this transaction. Facsimile or other copies shall be considered at originals. No additional or conflicting terms in any other documents or correspondence shall apply.

1775 Broadway (Soite 1610 | New York, NY | 10019



Order Ref. #: Advertiser:

SMP8AB122017

Contact: Phone: Email:

Standard Motor Products

Sean Jareck 212.246.5520 siareck@hittstory.com Date: 12/21/17

Vendor: Babcox Media, Inc. Mike Maleski 330-670-1234 x219

Contact: Phone: mmaleski@babcox.com Email:

See Media Pian Incorporated Herein For Details On Ad Placement.

Payment Due Date:

Net 30 Days

Total Payment Due:

\$10,285.00

hillSTORY Authorited Signature:

Sean Jareck

104	Publication / Placement	lusue / Ran Date	Space Closing	Material : Closing	Unit	Position	Medie	Gross Medie Cost (USD)	Editorial	II tens / Longth of	Ort / lange	E-Hew, Subs.
IOSMP7018D30-01	ettermarketNews Daily Newsletter	1/16/18-1/31/19	12/20/17	1/8/18	605×80 JPG, GIF, or PNG Click thru URL	Pos. 4	Digital	\$1,100.00	n/a	ix 2-week Block	e.e.	8,200
IOSMP2018D31-01	aftermarketNews Global Newsletter	1/2/18-1/15/18	12/20/17	12/22/17	300x250 JPG, GIF, or PNG Click-thru URL	Pas. 1	Digital	\$1,100.00	n/s	3x 2-week Block	-	15,000
(OSMP2018D31-02	aftermarketNews Global Newsletter	1/16/18-1/31/18	12/20/17	1/5/18	300x250 /PG, GIF, or PNG Click-thru URL	Pos. 1	Digital	\$0.00	n/2	‡x 2-week Black	- cabe	16,000
105MP2018D300-01	AlternarketNews.com	tanuary	12/20/17	12/22/17	728#90	Pas. C	Digital	51,100,00	n/a	1-Month	42,000	
IOSMP2018D320-01	BrakeAndFrontEnd.com	lanuary	12/20/17	12/22/37	728±90	Pos. B	Digital	\$1,300.00	n/a	1-Month	27,000	-
(OSMP2018032-01	Brake & Front End Newsletter	1/8/18-1/15/18	12/14/17	12/22/17	300×250 IPG, GIF, or PNG · Click-thru URL	Pos. 1	Digital	\$1,100.60	n/a	1-Week (Mon)		24,065
105MP2018D33D-01	Counterman.com	January	12/20/17	12/22/17	728:90	D утатніс	Digital	\$1,100 00	n/a	1-Month	27,000	Pag
105MP20180330-10	Counterman.com Parañas	1/15/18-1/21/18	12/20/17	1/5/18	Paraflax; 700x1080 Scrolls thru a 700x250 window	ROS	Digital	51,100 90	n/a	1-Week	8,000	***
IOSMP2018D340-01	Import-Car.com	January	12/20/17	12/22/17	728x90	Pas. A	Digital	\$1,100 00	n/a)-Month	37,000	Jes
105MP2018035-01	Tire Review Newsletter	Lanuary	12/20/17	12/22/17	300x256	Pos. 2	Digital	\$1,100 00	n/a	1-Month	Çaşi	17,762
LO5MP20180350-01	TireReview.com	iamiaty	12/20/17	12/22/17	728×90	Pos. A	Digital	51,100.00	n/a	1-Month	27,000	***
105MP2018D37-01	Underhood Service Newsletter	1/15/18-1/21/18	12/20/17	1/5/18	300x250 IPG, GIF, or PNG Click-thru URL	Pos 2	Degital	\$1,100.00	n/a	1-Week Block		28,382

Total Net Media Cost:

\$10,285.00

Send Invokes To: huistory Media 1776 Broadway Suite 1610 New York, NY 10019

Contact: Phone: £malt:

Sezo jareck 212 246 5520 sjareck@h@story.com Creative Agency: TFI Envision, Inc.

Contact: 111 Westport Avenue Phone: Email: Norwalk, CT 06851

Catharine Smith 203.845.0700 x10 catherine@thenvision.com

beautible. Materials for each indirection make then will be sent districts from the effect serve to the publisher by the Materials Due Date listed above unless otherwise specified

Hadrage, Allinguiste man de segn ne 1985 QRI di que nocile de thos quarens diame and 1938 to advertinger i include PD Rumber on all angions, otherwise timent i end be dent back without extrare the

Object learns. With Tried media acta unity in an agent for the advertiser and dark that grantened arment from the advertiser one in sold remainable for pupilent of the order. Sufficiely will be the advertiser and dark that are sufficient with the advertiser and dark that are sufficient from the advertiser of the order of the order. teresists it across that, will reme the prompt that is media conduction payment due date. If highlither hashe does not recover payment from the account that make the conductivity conduction of the first conductivity is the first conductivity and the conductivity is the first conductivity in the first conductivity in the first conductivity in the first co rapporant and witness of further editions on a processing of the first of the first of the sound rand most can under only. Any unauthorized or incorrect transferous will be the responsibility of one media wendon and most fall TARY Areals or advertised. If she advertisened four ineprestivible to my fault of the modus version methor fil \$10% bledd on. Advertises shall be responsible for payment for the novertisenest. By discepting this PO, the media rendor understands and agrees to be build by 38 typins and (endictors encomed to this key fill versal agreement are encomed by the parties. This is the courbles and extinive understanding of the probes with respect to this transaction. Facinities in client equies sha sea considered as conjuncts. Hou applicated the confineing to this in any other modernoons on all tropporter shall replie

HILLSTORY MEDIA

1776 Broadway | Suite 1610 | New York NY \$ 10019

TFI envision... THE CONNECTION TO CONVERSION AND METER

Order Ref. #:

SMP8A8011018

Advertiser:

Standard Motor Products

Contact: Phone:

Sean Jaceck 212,246,5520

Email:

sjareck@hillstory.com

1/12/18

Vendor: Contact: Babcox Media, Inc. Mike Maleski

Phone:

330 670 1234 x219

Emali:

mmaleski@babcox com

See Media Plan incorporated Herein For Details On Ad Placement.

Payment Due Date:

Net 30 Days

Total Payment Due:

\$17,323.00

hillSTORY Authorized Signature:

Scan Jareck

IOE NOSMP2018	Publication / Placement	Issue / Run Date	Space Closing	Material Cluting	Vnlt	Position	Media	Gross Media Cost (USD)	Editorial	# ins / Leagth of Placement	Cirt / Imps	France.
20-020	aftermarketNaws Daily Newsletter	2/16/18-2/28/18	1/15/18	2/1/18	605×80	Pos. B	Digital	\$1,100.00	6±-3	ix 2 week Bisck	milita militari di Sambo al Improsi-	8,200
D31-03	aftermarketNews Global Newsletter	2/1/18-2/15/18	1/2/18	1/15/18	300×250	Pos. I	Digital	\$1,100.00	YA -	ix Z-week Bleck	3 Wil	000,31
D31-04	aftermarketNews Giobal Newsletter	2/16/18-2/28/16	1/15/18	2/1/18	300×250	Pos 1	Esglat	\$0.00	*>=:	1x 2-week Block	***	16,600
0310-91	AftermarketNews.com (Premium Pushdown)	2/26/18-3/4/18	1/22/16	2/5/18	Pushdown: 900x450, 900x150	Top of Page	Digital	\$1,100.00	âus	1 week Block	18,000	žež
D32<02	Brake & Front End Newsletter	2/1/18-2/14/18	1/4/18	1/18/16	300x250	Pos. 3 in Wk 1; Pos. 1 in Wk 2	Digital	\$1,100 00	7- 4 P	1-Week (Thu)	44.4	24,065
D320-02	BrakeAndFrontEnd.com	February	1/2/16	1/15/18	728×90	Dynamic	Digita	\$1,100.00	- Alban) mosth	27,000	6-678
D33-01	Counterman Newsletter	2/16/18-2/28/18	1/15/18	2/1/18	300×250	Pas. 4	Digita	\$1,100.00	TON	1x 2-week Block	***	24,000
D330-02	Countermen.com	February	1/2/18	1/15/18	728×99	Dynamic	Digital	\$1,100.00	****	1 treatite	27,000	***
D340-02	Import-Car.com	February	1/2/18	1/15/18	728×96	Dynamic	Digita:	\$1,100 00	***	1 Month	37,000	444
D35/02	The Review Newsletter	February	1/2/18	1/15/18	300x250	Pos. 3	Digital	\$1,100 00	***	1 Honth	har	17,762
D350-02	TireReview.com	February	1/2/16	1/15/18	728×90	Paj A	Digital	\$1,100.00	ga z) Month	27,000	e de de
D37-02	Underhood Service Newsletter	2/5/18-2/11/18	1/5/18	1/15/18	300x250	Pos. L	Digital	\$1,100.00		1 week Block	***	28,382
D37-03	Underhood Service Newsletter	2/26/18-3/4/1B	1/26/18	2/5/19	300×250	Pos. 3	Digital	\$1,100.00	440	1 week Block	₩¥.a	28,382
D370-01	UnderhandService.com	February	1/2/18	1/15/18	728×90	Dynamic	Digital	\$1,100.00	TF#	1 Menth	95,000	,000 Mg. 10 July 10 Ju
P34-01	ImportCar	February	1/23/16	1/30/18	P4C	RHP adjacent to TPMS Editorial	Print	\$3,040.00	TPMS Tech: Audi	1	27,075	5 2.5
P35-01	Tire Review	February	1/18/18	1/23/18	P4C	RHP adjacent to TPMS Editorial	Print	\$3,540.00	Tire Focus: Winter Tires - Tire Service 101: Rotation	į.	32,229	¥+>

Total Net Media Cost:

\$17,323.00

ADDITIONAL INSTRUCTIONS

Send Involves To:

h#STORY Med:# 1776 Residues Cales 1610 New York, NY 10015

Contact: Phone: Email:

Sean Jareck 212.246.5520 stareck@hillstory.com Creative Agency: TF! Envision, Inc. 111 Westport Avenue Norwalk, CT 06851

Contact: Phone: Email:

Catherine Smith 203.845.0700 x10 cather:ne@tflenvistors.com

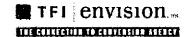
historics. Eleberate the past inclined an investion will be sent of restly finer the admitted to the entitiency by the Materials flue three listed show unless otherwise suctified

httpsking. Altimotics resent to AISTORS had a city in the notices above and COI to advantage. Include 20 humber on all involves, otherwise landsce with the name had wildened informating

Quantifying, will take the during a universe of the advention and eventual and document among eventual experiences and universe of the content of the conten apprentible, will remark the amount oue to media sensor upon wenter we are if all a CAT Media does not receive pay ment from the acceptable include the fit wends the little in our constitute ander framedately was notice and wilvest further bullgation to published. This is is the a size time libertion order only. Are unwiderized or encoused inscinous will be the text correbility of the time a section and mutually CPV Mada as advertiser. If the advertisement is the incurrently due is any facil of the media venue restriction for filedis not advective; shall be respensible for payment for the apprenticions. Executively the 20-PA premia vender understands and appear to be bound by all territs and compliants contained in this 40. His series are recognitive by the parties. This is the considered as one calius a universalizing of the parties with respect to this seniority, factorials or other cories that the considered as An additional or contincing larger in any other accuments or contespondence and soply

HILLSTORY | MEDIA

1776 Broadway | Suite 1510 | New York, NY | 10019



aninamion editoarananinameta (animaninte describina)

Order Ref. #:

SMPBAB020518-2

Advertiser:

Standard Motor Products

Contact: Phone: Sean Jareck

Email:

212.246.5520 sjareck@hillstory.com Tate:

2/5/18 Acvised

Vendor: Babcox Media, Inc. Contact: Mike Maleski

Eontact: Mik

330-670-1234 x219

Email: mmaleski@babcox.com

See Media Plan incorporated Herein For Details On Ad Placement.

Payment Due Date:

Net 30 Days

Total Payment Due:

\$68,255.00

hillSTORY Authorized Signature:

Sean Jareck

Description Position Positi	ior .			. digara (j. 1945.) 10. g 7 mar 1. j. nga (j.	Material	chana an representation con An William VI 294 Co. C	er en	- Dieta	Gress Media	Langth of	E-News
DB-04 Immunicativen Cally New Internate 1/15/16	The second secon	Publication / Placement	liske / Run Date	Space Closing	Carlotte and Santa Carlotte		rodition	Medie	Cest (USD)	Placement	Subs
DBD-05	The sale of the sa	alternariestiews Dally Hewsietter	3/16/18-3/31/18	2/15/18	A Charles Sangage Report of the Social	605x80 or Text ad	Pos. 5	Hevrietter	\$1,100.00	3x 3 wash Block	\$,200
DB096 ahermafethyron Daly Nervictors SI/19 SI/		· ·							-		8,200
Disport Communication Column Processing Process		· · · · · · · · · · · · · · · · · · ·									
DB-00 Shemmarkettwon Gabb Newvieture 9/18/18-9/19/18 19/19		•									8,200
Dig		The state of the s				605x80 or Text ad	Pgs. I	Newsletter	\$1,100.00	1x 2-week Block	8,200
Display Disp		· ·	•						\$1,100.00		8,200
Da10								Newsletter	\$1,100.00		8,200
D311-06 alternative-Gooks Nevertier 71/6/19/37/18 27/8/18 30/1/35 71/35 30/1/35 71/35 30/1/35 30						300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	In 2-week Block	16,000
03.10 20.1						300x250 or Yest ad	Pos. 1	Newsletter	SO 00	1× 2-week Block	16,000
1931-03 altermanetellever Global Nevoletter 1/16/14-1/30/18 3/16/14 4/17/18 3002-250 or Test at 9 Fox. 1 Nevoletter 50.00 12 verel Bood 16,000 1931 10 altermanetellever Global Nevoletter 3/16/14-6/3/13 4/16/18 5/17/18 3002-250 or Test at 9 Fox. 1 Nevoletter 50.00 12 verel Bood 16,000 1931 13 altermanetellever Global Nevoletter 5/16/14-6/3/13 4/16/18 5/17/18 3002-250 or Test at 9 Fox. 1 Nevoletter 50.00 12 verel Bood 16,000 13/14 13/				• • • • •		300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-west Block	16,000
D31-10 altermanethewo Global Neuvisiters S1/18-6/15/18 A7/15/18 S7/15/18 S7/					4/2/18	300x230 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D33 10 altermatichew Global Newstetter \$1,56718-\$7,1218 \$1,5718 \$7,1718			• •			300x250 or feet ad		Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-12 altermarkellews Global Newsletter 61/318-61/318 571				• •			Pos. 1	Newsietter	\$0.00	1x 2 week Block	16,000
D31-12 altermarkettere (Bobal Newsletter 6115/18 511/18 511/18 511/18 500/130 or Tent ad Pos. 1 Newsletter 50.00 3s 2-week Book 16,000 D31-15 Altermarkettere (Bobal Newsletter 711/61-713/18 615/18 71/18 300/130 or Tent ad Pos. 1 Newsletter 50.00 3s 2-week Book 16,000 D31-15 Altermarkettere (Bobal Newsletter 811/61-813/18 71/18 71/18 81/13 300/130 or Tent ad Pos. 1 Newsletter 50.00 3s 2-week Book 16,000 D31-17 Altermarkettere (Bobal Newsletter 811/61-813/18 71/61-8 81/13 300/130 or Tent ad Pos. 1 Newsletter 50.00 3s 2-week Book 16,000 D31-13 Altermarkettere (Bobal Newsletter 811/61-813/18 71/61-8 7					5/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-12 altermarketterer Global Newsletter 71/13-713/18 6/15/18 71/18 3002/30 or feet ad Pos. 1 Newsletter 50.00 12 - 2-week Block 16,000 D31-16 aftermarketterer Global Newsletter 8/1/18-8/15/18 7/1/18 8/1/18 3002/30 or feet ad Pos. 1 Newsletter 50.00 12 - 2-week Block 16,000 D31-17 Altermarketterer Global Newsletter 8/1/18-8/15/18 8/1/18 3002/30 or feet ad Pos. 1 Newsletter 50.00 12 - 2-week Block 16,000 D31-17 Altermarketterer Global Newsletter 9/1/18-9/15/18 8/1/18 3002/30 or feet ad Pos. 1 Newsletter 50.00 D31-2-week Block 16,000 D31-17 Altermarketterer Global Newsletter 9/1/18-9/15/18 8/1/18 3002/30 or feet ad Pos. 1 Newsletter 50.00 D31-2-week Block 16,000 D31-2-week						300x250 or Text ad	Pas. 1	Newsletter	\$0.00	3x 2-week Block	16,000
D31-15 Altermarkettlever Global Neverletter 7/16/18-7/31/18 6/15/18 7/16/18 3002/30 or Tent ad Pos. 1 Neverletter 50.00 12 2-week Block 16,000 131-19						300x250 or Text ad	Pos. 1	Newsletter	\$1,100 00	1x 1-week Block	16,000
2011-15 a farmantetetteur Global Invententer \$1/18/15/15/15 \$1/18 \$1						300x250 or Text ad	Pos. 1	Hewsletter	\$0.00	1z 2-week Slock	15,000
031-15 aframarketteken Global Newsletter 01/118-9/15/18 01/15/18 07								Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-17 altermarketNews Global Newsletter 91/18-9/39/18 81/18/18 81/18/18 3002/250 or Test ad Pos. 1 Newsletter 51,000 00 12 - z-week Block 16,000 00 13-19 altermarketNews Global Newsletter 10/18/18-10/18/18 91/18/18 3002/250 or Test ad Pos. 1 Newsletter 51,000 00 12 - z-week Block 16,000 13-19 altermarketNews Global Newsletter 10/18/18-10/18/18 91/18/18 3002/250 or Test ad Pos. 1 Newsletter 51,000 00 12 - z-week Block 16,000 13-12 altermarketNews Global Newsletter 11/18/18-11/18/18 10/18/18 3002/250 or Test ad Pos. 1 Newsletter 51,000 00 12 - z-week Block 16,000 10/18 11/18/18-11/18/18 11/18/18/18 11/18/18 11/18/18 11/18/18 11/18/18 11/18/18 11/18/18/18 11/18/18/18 11/18/18/18 11/18/18 11/18/18/18 11/18/18 11/18/18/18 11/18/18/18 11/18/18/18 11/18/18/18 11/18/18/18 11/18/18/18 1				-		300x250 or Text ad	Pas. 1	Newsletter	\$0.00	1x 2-week Block	15,000
D31-18 altermarketNews Global Newsletter 15/18/18-19/30/18 8/30/18 8/31/18 300a250 or Tent ad Pos. 1 Newsletter 50.00 3a 2 -week Block 15,000 D31-20 altermarketNews Global Newsletter 10/18/18-10/31/18 30/18/18 30/18/18 30/18/25 or Tent ad Pos. 1 Newsletter 50.00 1a 2 -week Block 15,000 D31-21 altermarketNews Global Newsletter 11/18/18-11/31/18 10/18/18 30/18/25 or Tent ad Pos. 1 Newsletter 50.00 1a 2 -week Block 15,000 D31-22 altermarketNews Global Newsletter 11/18/18/18/18 11/18/18 30/18/18 30/18/25 or Tent ad Pos. 1 Newsletter 50.00 1a 2 -week Block 15,000 D31-22 altermarketNews Global Newsletter 12/18/18-11/31/18 11/18/18 30/18/25 or Tent ad Pos. 1 Newsletter 50.00 1a 2 -week Block 15,000 D31-22 altermarketNews Global Newsletter 12/18/18-11/31/18 11/18/18 11/18/18 300a250 or Tent ad Pos. 1 Newsletter 50.00 1a 2 -week Block 15,000 D31-22 altermarketNews Global Newsletter 12/18/18-11/31/18 11/18/18 11/18/18 300a250 or Tent ad Pos. 1 Newsletter 51,100 00 1a 2 -week Block 15,000 D31-22 altermarketNews Global Newsletter 12/18/18-11/31/18 11/18/18 31/18/18 300a250 or Tent ad Pos. 1 Newsletter 51,100 00 1a 2 -week Block 15,000 D32-29 Bark & Front End Newsletter 4/30/18-56/18 4/21/18 4/21/18 3/21/18 300a250 or Tent ad Pos. 1 Newsletter 51,100 00 1a 2 -week Block 15,000 D32-29 Bark & Front End Newsletter 4/30/18-56/18 4/21/18 4/21/18 300a250 or Tent ad Pos. 1 Newsletter 51,100 00 1a 2 -week Block 15,000 D32-29 Bark & Front End Newsletter 4/30/18-56/18 4/21/18 4/21/18 300a250 or Tent ad Pos. 1 Newsletter 51,100 00 1a 2 -week Block 15,000 D32-29 Bark & Front End Newsletter 4/30/18-56/18 4/21/18 4/21/18 300a250 or Tent ad Pos. 1 Newsletter 51,000 00 1a 2 -week Block 16,000 D32-29 Bark & Front End Newsletter 4/30/18-56/18 4/21/18 3/21/18 300a250 or Ten				8/1/18	8/15/18	300x250 or Text ad	Pas. 1	Newsletter	\$1,100.00	1x 2-week Block	15,000
D33-19 aftermarket-News Global Newsletter D1/1/15 AD(13/118 3/15/18 3/15/18 300.250 or Text ad Pos. 1 Newsletter S3.0.00 12 2-week Block 16,000 13/12 2.2					8/31/18	300x250 or Text ad	Pas. 1	Newsletter	\$0.00	In I-week Slock	16,000
031-20 altermarkettevis Global Newsletter 11/16/15-10/31/18 9/17/18 10/17/18 3002250 or Tent ad Pos. 1 Newsletter 50.00 12 2-week Block 16,000 031-23 altermarkettevis Global Newsletter 11/16/15-11/30/18 10/17/18 10/17/18 3002250 or Tent ad Pos. 1 Newsletter 50.00 12 2-week Block 16,000 031-23 altermarkettevis Global Newsletter 11/16/15-11/30/18 11/17/18 11/17/18 3002250 or Tent ad Pos. 1 Newsletter 50.00 12 2-week Block 16,000 031-23 altermarkettevis Global Newsletter 11/16/15-11/31/18 11/17/18 3002250 or Tent ad Pos. 1 Newsletter 50.00 12 2-week Block 16,000 031-24 altermarkettevis Global Newsletter 11/16/15-11/31/18 11/16/18 3002250 or Tent ad Pos. 1 Newsletter 51,100.00 12 2-week Block 16,000 031-24 altermarkettevis Global Newsletter 11/16/15-11/31/18 2/12/18 3002250 or Tent ad Pos. 1 Newsletter 51,100.00 12 2-week Block 16,000 032-04 Brake & Front End Newsletter 4/7/16-16/17/18 3/16/18 3						300x350 or Text ad	Pos. 1	Newsletter	\$1,100 00	1x 2-week Block	16,000
D31-21 aftermarketNews Global Newsletter 11/1/18-11/15/18 10/15/18 10/15/18 300250 or Ten ad Pos. 1 Newsletter 51,100.00 1x 2-week Block 16,000 031-24 aftermarketNews Global Newsletter 12/11/18-12/15/18 11/15/18 11/15/18 300250 or Ten ad Pos. 1 Newsletter 50.00 1x 2-week Block 16,000 031-24 aftermarketNews Global Newsletter 12/11/18-12/15/18 11/15/18 11/15/18 300250 or Ten ad Pos. 1 Newsletter 50.00 1x 2-week Block 16,000 031-24 aftermarketNews Global Newsletter 12/16/18-12/15/18 11/15/18 11/15/18 300250 or Ten ad Pos. 1 Newsletter 50.00 1x 2-week Block 16,000 031-24 aftermarketNews Global Newsletter 11/16/18-12/15/18 2/12/18 2/15/18 300250 or Ten ad Pos. 1 Newsletter 50.00 1.Week Block 16,000 032-00			10/16/18-10/31/18	9/17/18	10/1/18	300x250 or Test ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-22 altermarketNews Global Newsletter 11/16/18-11/30/18 10/16/18 11/15/18 300a250 or Tent ad Pos. 1 Newsletter 51,100 00 12 -week Block 16,000 031-24 stremarketNews Global Newsletter 11/16/18-12/31/18 11/15/18 11/36/18 300a250 or Tent ad Pos. 1 Newsletter 51,100 00 12 -week Block 16,000 031-24 Newsletter 11/16/18-12/31/18 11/15/18 11/36/18 300a250 or Tent ad Pos. 1 Newsletter 51,100 00 12 -week Block 16,000 032-03 Binks & Front End Newsletter 47/18-4/8/18 3/5/18 3/6/18				10/1/18	10/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
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D32-06 Brake & Front End Newsletter 6/11/18-6/17/18 5/18/18 5/28/18 300x250 or Text ad Pos. 1 Newsletter 51,100.00 1-Week Mon) 24,065	032-05		4/30/18-5/6/18	4/2/18	4/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1-Week (Mon)	24,065
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D33-06 Counterman Newsletter 5/16/18-5/31/18 4/16/18 5/15/18 300a/250 or Text ad Pos. 2 Newsletter 51,100.00 1x 2-week Block 24,000 D33-07 Counterman Newsletter 6/1/18-6/35/18 5/15/18 5/15/18 300a/250 or Text ad Pos. 3 Newsletter 51,100.00 1x 2-week Block 24,000 D33-08 Counterman Newsletter 6/16/18-6/30/18 5/16/18 6/15/18 300a/250 or Text ad Pos. 1 Newsletter 51,100.00 1x 2-week Block 24,000 D33-09 Counterman Newsletter 8/16/18-8/31/18 7/16/18 8/15/18 300a/250 or Text ad Pos. 1 Newsletter 51,100.00 1x 2-week Block 24,000 D33-10 Counterman Newsletter 9/16/18-9/30/18 8/16/18 8/31/18 300a/250 or Text ad Pos. 1 Newsletter 51,100.00 1x 2-week Block 24,000 D33-12 Counterman Newsletter 9/16/18-9/30/18 8/16/18 8/31/18 300a/250 or Text ad Pos. 1 Newsletter 51,100.00 1x 2-week Block 24,000 D33-12 Counterman Newsletter 10/16/18-10/31/18 9/17/18 10/1/18 300a/250 or Text ad Pos. 1 Newsletter 51,100.00 1x 2-week Block 24,000 D34-01 ImportCar Newsletter 3/5/2018-3/11/18 2/5/18 2/5/18 3/12/18 300a/250 or Text ad Pos. 1 Newsletter 51,000.00 1x 2-week Block 24,000 D34-02 ImportCar Newsletter 3/25/18-4/1/18 2/26/18 3/12/18 300a/250 or Text ad Pos. 1 Newsletter 51,000.00 1x 2-week Block 21,418 D34-03 ImportCar Newsletter 4/2/18-4/8/18 3/5/18 3/19/18 300a/250 or Text ad Pos. 1 Newsletter 51,000.00 1x 2-week Block 21,418 D34-03 ImportCar Newsletter 4/2/18-4/8/18 3/5/18 4/9/18 300a/250 or Text ad Pos. 1 Newsletter 51,000.00 1x 2-week Block 21,418 D34-03 ImportCar Newsletter 4/2/18-4/8/18 3/5/18 4/9/18 300a/250 or Text ad Pos. 1 Newsletter 51,000.00 1x 2-week Block 21,418 D34-03 ImportCar Newsletter 4/2/18-4/8/18 3/5/18 4/9/18 300a/250 or Text ad Pos. 1 Newsletter 51,000.00 1x 2-week Block 21,418 D34-03 ImportCar Newsletter 4/2/18-4/8/18 3/5/18	D33-04	Counterman Hewsletter	4/16/18-4/30/18	3/15/18	4/2/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	24,000
D33-07 Counterman Newsletter 6/1/18-6/15/18 5/1/18 5/15/18 300x250 or Text ad Pos. 3 Newsletter 51,100.00 1x 2-week Block 24,000 D33-09 Counterman Newsletter 7/16/18-7/31/18 6/15/18 7/1/18 300x250 or Text ad Pos. 1 Newsletter 51,200.00 1x 2-week Block 24,000 D33-10 Counterman Newsletter 8/16/18-8/31/18 7/16/18 8/11/18 300x250 or Text ad Pos. 1 Newsletter 51,200.00 1x 2-week Block 24,000 D33-11 Counterman Newsletter 9/16/18-9/30/18 8/16/18 8/31/18 300x250 or Text ad Pos. 1 Newsletter 51,200.00 1x 2-week Block 24,000 D33-12 Counterman Newsletter 9/16/18-9/30/18 8/16/18 8/31/18 300x250 or Text ad Pos. 1 Newsletter 51,200.00 1x 2-week Block 24,000 D33-12 Counterman Newsletter 10/16/18-10/31/18 9/17/18 10/11/18 300x250 or Text ad Pos. 1 Newsletter 51,200.00 1x 2-week Block 24,000 D33-12 Counterman Newsletter 10/16/18-10/31/18 9/17/18 10/11/18 300x250 or Text ad Pos. 1 Newsletter 51,200.00 1x 2-week Block 24,000 D34-01 ImportCar Newsletter 3/5/2018-3/11/18 2/5/18 3/19/18 300x250 or Text ad Pos. 2 Newsletter 51,000.00 1 week Block 21,418 D34-02 ImportCar Newsletter 4/23/18-4/3/18 3/5/18 3/19/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21,418 D34-03 ImportCar Newsletter 4/23/18-4/3/18 3/26/18 3/19/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21,418 D34-05 ImportCar Newsletter 4/23/18-4/3/18 3/26/18 3	D33-05	Counterman Newsletter	5/1/18-5/15/18	4/2/18	4/17/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.06	in 3-week Block	24,000
D33-08 Counterman Newsletter 5/16/18-6/30/18 S/16/18 S/16/18 300±250 or Test ad Pos. 1 Newsletter S1,100.00 1x 2-week Block 24,000 D33-09 Counterman Newsletter 7/16/18-7/31/18 6/15/18 7/2/18 300±250 or Test ad Pos. 1 Newsletter S1,100.00 1x 2-week Block 24,000 D33-10 Counterman Newsletter S/16/18-8/31/18 7/16/18 S/11/18 300±250 or Test ad Pos. 1 Newsletter S1,100.00 1x 2-week Block 24,000 D33-12 Counterman Newsletter 9/16/18-9/30/18 S/16/18 S/31/18 300±250 or Test ad Pos. 1 Newsletter S1,100.00 1x 2-week Block 24,000 D33-12 Counterman Newsletter 10/16/18-10/31/18 9/17/18 10/1/18 300±250 or Test ad Pos. 1 Newsletter S1,100.00 1x 2-week Block 24,000 D34-01 ImportCar Newsletter 3/5/2018-3/11/18 2/5/18 2/19/18 300±250 or Test ad Pos. 1 Newsletter S1,000.00 1x 2-week Block 24,000 D34-02 ImportCar Newsletter 3/26/18 3/19/18 300±250 or Test ad Pos. 1 Newsletter S1,000.00 1 week Block 21,418 D34-03 ImportCar Newsletter 4/23/18-4/21/18 3/26/18 3/19/18 300±250 or Test ad Pos. 1 Newsletter S1,000.00 1 week Block 21,418 D34-03 ImportCar Newsletter 4/23/18-4/21/18 3/26/18 3/19/18 300±250 or Test ad Pos. 1 Newsletter S1,000.00 1 week Block 21,418 D34-03 ImportCar Newsletter 4/23/18-4/21/18 3/26/18 3	D33-06	Counterman Newsletter	5/16/18-5/31/18	4/16/18	\$/1/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1x 2-week Block	
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D33-10 Counterman Newsletter 8/16/18-8/31/18 7/16/18 8/1/18 300x250 or Text ad Pos. 1 Newsletter 51,100.00 1x 7-week Block 24,000 D33-12 Counterman Newsletter 9/16/18-9/30/18 8/16/18 8/31/18 300x250 or Text ad Pos. 1 Newsletter 51,100.00 1x 2-week Block 24,000 D33-12 Counterman Newsletter 10/16/18-10/31/18 9/37/18 10/1/18 300x250 or Text ad Pos. 1 Newsletter 51,100.00 1x 2-week Block 24,000 D34-01 ImportCar Newsletter 3/5/2018-3/11/18 2/5/18 2/19/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21,418 D34-03 ImportCar Newsletter 4/2/18-8/8/18 3/19/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21,418 D34-03 ImportCar Newsletter 4/2/18-8/8/18 3/19/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21,418 D34-04 ImportCar Newsletter 4/2/18-4/29/18 3/6/18 4/9/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21,418 D34-05 ImportCar Newsletter 4/2/18-4/29/18 3/6/18 4/9/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21,418 D34-05 ImportCar Newsletter 5/7/18-5/13/18 4/9/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21,418 D34-05 ImportCar Newsletter 5/7/18-5/13/18 4/9/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21,418 D34-05 D34-0	D33-08	Counterman Newsletter	5/16/18-5/30/18	5/16/18	6/1/1#	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	24,000
033-12 Counterman Newsletter 9/16/18-9/30/13 8/16/18 8/31/18 300x250 or Text ad Pos. 1 Newsletter \$1,000.00 1x 2-week Block 24,000 D33-12 Counterman Newsletter 10/16/18-10/31/18 9/17/18 10/1/18 300x250 or Text ad Pos. 1 Newsletter \$1,100.00 1x 2-week Block 24,000 D34-01 ImportCar Newsletter 3/5/2018-3/11/18 2/5/18 2/5/18 300x250 or Text ad Pos. 2 Newsletter \$1,000.00 1 week Block 21,418 D34-02 ImportCar Newsletter 4/2/18-4/8/18 3/5/18 3/19/18 300x250 or Text ad Pos. 1 Newsletter \$1,000.00 1 week Block 21,418 D34-03 ImportCar Newsletter 4/2/18-4/8/18 3/5/18 3/19/18 300x250 or Text ad Pos. 1 Newsletter \$1,000.00 1 week Block 21,418 D34-05 ImportCar Newsletter 4/2/318-4/9/18 3/6/18 4/9/18 300x250 or Text ad Pos. 1 Newsletter \$1,000.00 1 week Block 21,418 D34-05 I	D33-09	Counterman Newsletter	7/16/18-7/31/18	6/15/18	7/2/18	300x250 or Text ad		Newsletter			
D33-12 Counterman Newsletter 10/16/18-10/31/18 9/37/18 10/1/18 300x250 or Text ad Pot. 1 Newsletter 51,100.00 1x 2-week Block 24,000	D33-10	Counterman Newsletter	8/16/18-8/31/18	7/16/1 a	6/1/18	300x250 or Text ad	Pos. 1	Newslesser	\$1,100.00	1x 7-week Block	24,000
D34-01 ImportCar Newsletter 3/5/2018-3/11/18 1/5/18 2/39/18 300x250 or Text ad Pos. 2 Newsletter \$1,000.00 1 week Block 21,418 D34-02 ImportCar Newsletter 3/26/18-4/1/18 2/26/18 3/12/18 300x250 or Text ad Pos. 1 Newsletter \$1,000.00 1 week Block 21,418 D34-03 ImportCar Newsletter 4/21/8-4/8/18 2/5/18 3/19/18 300x250 or Text ad Pos. 1 Newsletter \$1,000.00 1 week Block 21,418 D34-04 ImportCar Newsletter 4/23/18-4/29/18 3/26/18 4/9/18 300x250 or Text ad Pos. 1 Newsletter \$1,000.00 1 week Block 21,418 D34-05 ImportCar Newsletter 5/7/18-5/13/18 4/9/18 300x250 or Text ad Pos. 1 Newsletter \$1,000.00 1 week Block 21,418	D33-11	Counterman Newsletter	9/16/18-9/30/18	9/16/18	8/31/16	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	24,000
D34-O2 ImportCar Newsletter 3/26/18-4/1/18 2/26/18 3/12/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 3 week Block 21,418 D34-O3 ImportCar Newsletter 4/23/18-4/8/18 3/5/18 3/19/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 3 week Block 21,418 D34-O3 ImportCar Newsletter 4/23/18-4/29/18 3/26/18 4/9/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21,418 D34-O5 ImportCar Newsletter 5/7/18-5/13/18 4/9/18 4/23/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21,418 D34-O5 ImportCar Newsletter 5/7/18-5/13/18 4/9/18 4/23/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21,418 D34-O5 D3	D33-17	Counterman Newsletter	10/16/15-10/31/18	9/17/16	10/1/18	100x250 or Text ad	Pot. 1	tiewsletter	\$1,100.00	1x 2-week Block	24,000
D34-03 ImportCar Newsletter 4/2/18-4/8/18 3/5/18 3/19/18 300x250 or Text ad Pos. 1 Newsletter \$1,000.00 1 week Block 21,418 D34-04 ImportCar Newsletter 4/23/18-4/29/18 3/26/18 4/9/18 300x250 or Text ad Pos. 1 Newsletter \$1,000.00 1 week Block 21,418 D34-05 ImportCar Newsletter 5/7/18-5/13/18 4/9/18 4/23/18 300x250 or Text ad Pos. 1 Newsletter \$1,000.00 1 week Block 21,418	D34-D1	ImportCar Newsletter	3/5/2018-3/11/18	2/5/18	2/19/15	300x250 or Text ad	Pos. 2	Newsletter	\$1,000.00	1 week Block	21,418
D34-03 ImportCar Newsletter 4/2/18-4/8/18 3/5/18 3/19/18 300x250 or Text ad Pos. 1 Newsletter 91,000.00 1 week Block 2L418 D34-04 ImportCar Newsletter 4/23/18-4/29/18 3/26/18 4/9/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21.418 D34-05 ImportCar Newsletter 5/7/18-5/13/18 4/9/18 4/23/18 300x250 or Text ad Pos. 1 Newsletter \$1,000.00 1 week Block 21.418	D34-02	ImportCar Newsletter	3/26/18-4/1/18	2/26/18	3/12/18	300x250 or Text ad	Pas. 1	Newsletter	\$1,000.00	J week Block	21,415
D34-D4 ImportCar Newsletter 4/23/18-4/29/18 3/26/18 4/9/18 3/00x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21,418 D34-D5 ImportCar Newsletter 5/7/18-5/13/18 4/9/18 4/23/18 3/00x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21,418		ImportCar Newslatter	4/2/18-4/8/18	3/5/18	3/19/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
034-05 ImportCar Newsletter 5/7/18-5/13/18 4/9/18 4/23/18 300x250 or Text ad Pos. 1 Newsletter 51,000.00 1 week Block 21.418		ImportCar Newsletter	4/23/18-4/29/18	3/26/12	4/9/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00) week (Rock	21,418
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034-07	ImportCar Newsletter	6/18/18-6/24/18	5/71/18	6/4/18	300x250 or Text ad	Pos. 1	Newsletter	51,000 00	1 week Block	21,418
₽34-08	ImportCar Newsletter	7/9/18-7/15/18	6/11/18	6/25/18	300x250 or Text ad	Pos 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-09	ImportCar Newsletter	8/13/18-8/19/18	7/16/18	7/30/18	300x250 or Text ad	Pos 2	Newsietter	\$1,000.00	1 week Block	21,418
D34-10	ImportCar Newsletter	9/3/18-9/9/18	8/6/18	8/20/18	300x250 of Text ad	Pos 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-11	ImportCar Newsletter	9/24/18-9/30/18	8/27/18	9/10/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-12	ImportCar Newsletter	10/15/18:10/21/18	9/17/18	10/1/18	300±250 or Text ad	Pas. 2	Newsletter	\$1,100.00	1 week Block	21,418
D34-13	importCar Newsletter	10/29/18-11/4/18	10/1/18	10/15/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	11,418
D34-14	ImportCar Newsletter	11/5/18-11/11/18	10/6/16	10/22/18	300x250 or Text ad	Pos. 2	Newsletter	51,100.00	1 week Block	21.A18
D39-03	Tire Review Newsletter	April	3/1/18	3/15/18	300x250 or Text ad	Pas 2	Newsletter	\$1,100.00	1 Month	17,762
D35 64	Tire Review Newsletter	May	4/2/18	4/16/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 Month	17.762
D35-05	Tire Review Newsletter	tuly	6/1/18	6/15/16	300x250 or Text ad	Pas. 1	Newsletter	\$1,100.00	1 Month	17,762
035-06	Tire Review Newsletter	August	7/2/18	7/16/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 Month	17,762
D35-07	Tire Review Newsletter	September	8/1/18	8/15/18	300x250 or Text ad	Pos 2	Newsletter	\$1,100.00	1 Month	17,762
035-08	Tire Review Newsletter	October	6/31/18	9/14/18	300x250 or Text ad	Pos. 2	Newsletter	51,100.00	1 Month	17,762
036-01	Tomorrow's Tech Newsletter	April	3/1/18	3/15/18	300x250 or Text ad	Pos. 6	Newsletter	\$1,100.00	1 Month	16,000
D36-G2	Tomarrow's Tech Newsletter	Мау	4/2/18	4/16/18	300x250 or Text ad	Pos. 5	Newsletter	\$1,100.00	1 Month	16,000
036-03	Tomorrow's Tech Newsletter	June	5/1/18	5/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 Month	16,000
D36-04	Tomorrow's Tech Newsletter	September	8/1/18	8/15/18	300×250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 Month	16,000
036-05	Tomorrow's Tech Newsletter	October	8/31/18	9/14/18	\$00x250 or Text ad	Pas 1	Newsletter	\$1,100.00	1 Month	16,000
D37-04	Underhood Service Newsletter	4/15/18-4/22/18	3/16/18	3/25/18	300x250 or Text ad	Pos 1	Newslette:	\$1,100.00	l week Block	28,382
037-05	Underhood Service Newsletter	5/7/18-5/13/18	4/5/18	4/16/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	28,382
037-06	Underhood Service Newsletter	6/4/18-6/10/18	5/4/18	5/14/18	300×250 or Text ad	Pes 1	Newtletter	\$1,100.00	1 week Block	28,382
037-07	Underhood Service Newsletter	7/23/18-7/29/18	6/22/18	7/2/18	300x250 or Text ad	Pos I	Newsletser	\$1,100.00	1 week Block	28,382
D37-06	Underhood Service Newsletter	8/17/18-9/2/18	7/27/1B	6/5/18	300=250 or Text ad	Pas 1	Newsletter	\$1,100.00	1 week Block	28,362
037-09	Underhood Service Newsletter	9/17/18-9/23/16	6/17/18	8/27/18	300x250 or Text ad	Pers 2	Newsletter	\$1,100.00	1 week Block	28,382
037-10	Underhood Service Newsletter	10/15/18-10/21/18	9/14/18	9/24/18	300=250 or Text ad	Pos 2	Newsletter	\$1,100.00	I week Block	28,382
D37-11	Underhood Service Newsletter	10/29/18-11/4/18	9/28/18	10/8/18	300x250 or Text ad	Pos 1	Newsletter	\$1,100.00	1 week Block	25,362
037-12	Underhood Service Newsletter	11/12/18-11/18/18	10/12/18	10/22/18	300x250 or Text ad	Pos. 2	Newsietter	\$1,100.00	1 week Block	28,382
D37-13	Underhood Service Newsletter	11/26/18-12/2/18	10/26/18	11/5/18	300x250 or Text ad	Pas. 1	Newsletter	\$1,100.00	1 week Work	28,382
D37-14	Underhood Service Newsletter	12/3/18-12/9/18	11/2/15	13/12/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 week Block	28,382

Total Net Media Cost:

\$68,255.00

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Send Invoices To:			Creative Agency:		• •
hillSTORY Media	Contact:	Sean Jareck	TFI Envision, Inc.	Contact:	Catherine Smith
1775 Broadway Suite 1610	Phone:	212.246.5520	111 Westport Avenue	Phone:	203,845 0700 x10
New York, NY 10019	Emall:	sjareck@hillstory.com	Norwalk, CT 06851	Email:	catherine@tfienvision.com

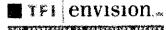
Motsricks Materials for each including insertion with the sent directly from the advertiser to the publisher by the Microals Que Date is sed above unless otherwise specified

involves. All involves music become to hill \$1039 filed a only as the address above and NOT to adventiser. Include 10 flumber on all involves, otherwise involves will be sent back without processing.

Objections, hillsTuRy Media acts only as an agent for the advertism and does not gustantee payment from the advertism, who is solely recoonsible for payment of this order. AddSTURY Media will bill the advertiser and, upon receipt of payment due, will remit the amount due to media vendor upon payment due date. If hillsTURY Media does not receive payment from the advertiser before the Materials Due Date, then it may cancel into order immediately upon notice and without further obligation to publisher. This ID is for a one-time order only and hillsTURY Media may change, modify or cancel any or all purished of thout preselve upon written notice (sio enail, facilitie or officewee) to publisher on or prior to space closing and with have no durther obligation to publisher. Any unput horized or recorrect intensions will be the responsibility of the media vendor and advertiser. If the advertiser media vendor neither hillsTURY Media not obvertiser shell be responsibility of the advertisement. By according this ID, the media vendor understands and agrees to be bound by all terms and conditions contained in this ID. No verbal agreement are recognized by the parties with respectively this transaction. Facilities or other copies shall be confidenced as or growing that the first desuments or correspondence that apply.

HILLSTORY | MEDIA

1776 Broadway | Suite 1610 | New York, NY | 10019



PURCHASE ORDER

Date:

3/22/18

Order Ref. #: PEAKBAB032218-1

Advertiser:

Old World Industries, LLC.

Product:

Peak Anti-Freeze / Coolant

Vendor:

Babcox Media, Inc.

Contact:

Mike Maleski

Phone:

330-670-1234 x219

Emali:

mmaleski@babcox.com

					Palit		MENTS					
<u>10#</u>	Publication / Placement	Start Date	issue / Run Date	Space Closing	<u>Material</u> <u>Closing</u>	<u>Unit</u>	Position	<u>Editorial</u>	<u>Media</u>	Net Media Cost (USD)	Insertions	Circulation
IOPEAK2018-PCTM01	Counterman	5/1/18	May	4/17/18	4/24/18	P4C	Adjacent to Antifreeze Editorial	Antifreeze: Coolant has become a "forgotten fluid" thanks to long life additives.	Print	\$3,995	i	38,176
IOPEAK2018-PCTM02	Counterman	9/1/18	September	8/17/18	8/24/18	P4C	Opposite Relevant Editorial OR RHP Front of Book	P.A.R.T.S. (Professional Automotive Repair Technician Survey)	Print	\$3,995	1	38,176
10PEAK2018-PCTM03	Counterman	10/25/18	October	9/28/18	10/5/18	P4C	Adjacent to Cooling System (Potential Topic) Editorial	APEX Show issue, ASE P2 Test Prep Guide	Print	\$3,995	1	38,176

Total Media Cost: \$11,985.00 Payment Due: Net 30 Days

ADDITIONAL INSTRUCTIONS

Send Invoices To:

hillSTORY Media 1776 Broadway Suite 1610 Sean Jareck 212,246,5520

New York, NY 10019

sjareck@hillstory.com

Creative Agency:

TFI Envision, Inc. 111 Westport Avenue Norwalk, CT 06851

Contact: Liz Bali 203.845.0700

Contact:

liz@tflenvision.com

Sean Jareck

3/22/2018

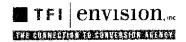
Date

Materials: Materials for each individual insertion will be sent directly from the advertiser to the publisher by the Materials Due Date listed above unless otherwise specified.

Invoices: All invoices must be sent to hillSTORY Media only at the address above and NOT to advertiser. Include PO Number on all invoices, otherwise invoice will be sent back without processing.

Other Terms: hillSTORY Media acts only as an agent for the advertiser and does not guarantee payment from the advertiser, who is solely responsible for payment of this order. hillSTORY Media will bill the advertiser and, upon receipt of payment due, will remit the amount due to media vendor upon payment due date. If hillsTORY Media does not receive payment from the advertiser before the Materials Due Date, then it may cancel this order immediately upon notice and without further obligation to publisher. This to is for a one time order only and hillSTORY Media may change, modify or cancel any or all parts of this to without penalty upon written notice (via email, facsimile, or otherwise) to publisher on or prior to space closing and will have no further obligation to publisher. Any unauthorized or incorrect insertions will be the responsibility of the media vendor and not hillSTORY Media or advertiser. If the advertisement runs incorrectly due to any fault of the media vendor neither hillSTORY Media nor advertiser shall be responsible for payment for the advertisement. By accepting this IO, the media vendor understands and agrees to be bound by all terms and conditions contained in this iO. No verbal agreements are recognized by the parties. This is the complete and exclusive understanding of the parties with respect to this transaction. Facsimile or other copies shall be considered as originals. No additional or conflicting terms in any other documents or correspondence shall apply.

HILLSTORY MEDIA



Statement of Work

Date January 25, 2018 Client Standard Motor Parts

Initiative | Media Planning and Buying

Requested by Phil Hutchens

From Elizabeth Ball and Carol Karpa

Objectives

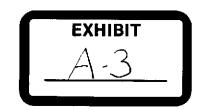
hillSTORY Media / TFI Envision will develop a 2019 media plan for Standard Motor Parts; as well as purchase, optimize and provide analytics of the approved plan. Fees and Commission will be applied against the media budget.

Project Scope

This SOW covers the following activities and deliverables:

Media Planning and Buying Services - to develop plan to generate awareness of SMP Products. Services may include (as needed):

- General advice and counsel in the media market
- Design and develop a media plan to address SMP's marketing goals
- · Negotiation with media outlets on behalf of SMP
- · Purchase of selected ad placements
- Confirmation of ad placements
- · Payment of ad placements
- Ongoing Optimization of Media
- Regular reporting results to SMP
- Work collaboratively with the larger marketing communications team to insure consistency of message; and to negotiate additional PR opportunities/events
- Other activities as needed to support the overall growth strategy



Terms and Assumptions:

- 1. Term begins January 1, 2019.
- Term: Twelve months, automatically renewed unless either party provides written notice to the other of termination at least sixty days prior to the expiration of the then current term.
- 3. Planning, Digital Channel set-up & Analytics fees are fixed. Buying fees are based upon annual spend:
 - a. Media Planning
 - i. Initial Planning will include design and develop an initial media schematic plan.
 - ii. Once initial schematic plans are approved, design and develop full media plan to address clients marketing goals for the relevant period. After presentation of the full year plan, we will provide a revision based upon client input. Fees for initial schematic, full media plan and a revision will be based on client goals/ media spend and due 30 days post approval of full year media plan. The fee for planning is \$25,025.
 - iii. Should SMP request any additional planning or subsequent revisions (such as those based upon budget cut), we will estimate the time involved and present a separate SOW and associated fees for the work requested. Work will only be executed after signed SOW. Fees will be due 30 days post signature.
 - b. Media Buying will include placement of all media including Video, Print, Digital Display, Native, Direct marketing, and various Events/Promotions utilizing added value from considered media properties. Payment shall be due within 30 days of the invoice date. Media Buying fees are structured based upon annual spend.
 - i. If gross media budget is \$500,000 or more, the fee is 19% of Gross media placed
 - ii. If gross media budget is less than \$500,000, the fee is 20% of Gross media placed
 - c. Digital Channel Set-up fees. As it requires substantial time to properly set up each digital channel so that it can track Key Performance Indicators, Agency will install and implement a program for SMP for each approved media channel. Cost is estimated upon initial discussion and scoped out in a separate attached SOW Appendix. Estimates may change based on actual media channels utilized. Work will only be executed after signed SOW. Fees will be due 30 days post signature.
 - d. Tracking/Analytics hillSTORY Media will bill an hourly rate of \$175 for Analytics performed and will be issued to SMP on a monthly basis. Cost estimates and scope are provided in a separate attached SOW Appendix. Estimates may change based on actual media channels utilized as well as if robust analytics are required. Monthly analytic fees will be billed quarterly. Payment of these invoices is due within 30 days of the invoice date.
 - e. 3rd party Digital Serving on Monthly Basis If Agency engages a third-party company to traffic or serve digital media, Agency will inform SMP in writing, the expected costs of the proposal and obtain written approval prior to initiation. Any third-party invoices reflecting charges incurred by Agency will be billed to SMP and shall not include any mark-up. Payment of these invoices is due monthly within 30 days of the invoice date.

Legal Relationship Details

- 1) Payments
 - a) The Client will be solely liable for payment of all vendor invoices until the Agency has been paid by the Client for those invoices. The Agency shall be solely liable for payment of all vendor invoices once the Agency has been paid for those invoices by the Client. Sequential liability is endorsed by the American Association of Advertising Agencies.
- 2) Legal
 - The Agency is authorized to enter into media contracts for time or space on behalf of the Client, provided they have written authorization from the Client.
 - b) Each party shall not, without the express written permission of the other, reveal or otherwise make available to any other person or entity any confidential information or trade secrets regarding each other's products, services, business, customers, or methods of operation which were derived directly from either party during the term of this SOW, unless required to disclose the same by law or unless such information becomes public through no fault of the other party.
 - c) At such time that work that Agency has performed for the Client becomes public, the Client agrees to allow Agency to publicize the work/client name/logo for Agency's benefit unless the work is of a confidential nature or would not project a positive image of the client. Agency agrees that such publicity shall not divulge or compromise any trade secrets or confidential information of the Client.
 - d) The Client agrees to reimburse Agency for all expenses, including but not limited to, attorneys' fees and court costs, incurred by Agency with respect to the enforcement of any provision contained herein.
 - e) Any dispute arising under this Agreement or the termination of this Agreement may be submitted by either party to arbitration in New York, NY, under the commercial rules of the American Arbitration Association before a single arbitrator. Any award will be enforceable in any court of competent jurisdiction and will not be inconsistent with the terms of this Agreement. The non-prevailing party in any arbitration will be assessed the cost of the prevailing party's reasonable attorneys' fees and expenses.
 - Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations (other than Client's payment obligations) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, or any other cause beyond the reasonable control of such party.

Acceptance

The client named below verifies that the terms of this Statement of Work (SOW) are acceptable, and that the party hereto named is acting with the proper authority of his/her company.

Sevids

Client company name

JA TCKS PM

Full name

Dise da Market

Title

Standard Motor Parts

Date

Signatui

Date

hillSTORY Media
Client company name
Carol Karpa
Full name
Managing Partner
Title
Karpe
Signature
1/25/19
Date
TFI Envision
Client company name
Elizabeth P. Ball
Full name
President
Title
Signature
1-25-19

3550 Embassy Pkwy Akron, OH 44333

Phone: (330) 670-1234 Fax: (330) 670-7168

TFI Envision/Standard Motor Elizabeth P Ball

111 Westport Ave Norwalk, CT 06851

Thank you for your payment. The following information provides the details of this transaction.

Transaction: Sale

Date / Time: 5/30/2019 2:37:06 PM CST

Invoice#: Prepay June Underhood

Service

Customer#: 1 PO/Order#: 1

Card Type: American Express

Card Number: XXXXXXXXXXXXXX2008

Entry Method: Keyed
Total Amount: 5100.00

Authorization: Approved - 292535

Reference Note:



3550 Embassy Pkwy Akron, OH 44333

Phone: (330) 670-1234 Fax: (330) 670-7168

TFI Envision/Standard Motor Products
TFI Envision

111 Westport Ave Norwalk, CT 06851

Thank you for your payment. The following information provides the details of this transaction.

Transaction: Sale

Date / Time: 4/10/2019 2:46:27 PM CST

Invoice #: Prepay May 2019

Customer#: 1
PO/Order#: 1

Card Type: American Express
Card Number: XXXXXXXXXXXX2008

Entry Method : Keyed Total Amount : 5000.00

Authorization: Approved - 253569

Reference Note: Tomorrow's Tech website

3550 Embassy Pkwy Akron, OH 44333

Phone: (330) 670-1234 Fax: (330) 670-7168

TFI Envision/Standard Motor Products
TFI Envision

111 Westport Ave Norwalk, CT 06851

Thank you for your payment. The following information provides the details of this transaction.

Transaction: Sale

Date / Time: 4/10/2019 2:45:23 PM CST

Invoice #: Prepay April 2019

Customer#: 1
PO / Order#: 1

Card Type: American Express

Card Number: XXXXXXXXXXX2008

Entry Method: Keyed
Total Amount: 1173.00

Authorization: Approved - 279130

Reference Note: Import Car eNewsletter

3550 Embassy Pkwy Akron, OH 44333

Phone: (330) 670-1234 Fax: (330) 670-7168

TFI Envision

111 Westport Ave Norwalk, CT 06851

Thank you for your payment. The following information provides the details of this transaction.

Transaction: Sale

Data / Time: 5/7/2019 2:48:09 PM CST

Invoice #: 2019-152744

Customer#: 1 PO/Order#: 1

Card Type: American Express

Card Number: XXXXXXXXXXXX2008

Entry Method: Keyed Total Amount: 12750.00

Authorization: Approved - 247665

Reference Note: Counterman

IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF OHIO EASTERN DIVISION

BABCOX MEDIA, IN	IC.)	CASE NO. 5:19-cv-01786
	PLAINTIFF,)	Judge LIOI
VS.)	
TFI ENVISION, INC.	, ET AL.)	DECLARATION
	DEFENDANTS)	
		,	

I, Jay Eckstein, hereby declare as follows upon my own personal knowledge, pursuant to 28 U.S.C. § 1746:

- 1. I am the Director of Marketing Services of Standard Motor Products, Inc. ("SMP"), and have personal knowledge of this matter pursuant to my employment.
- 2. SMP is an independent manufacturer, distributor, and marketer of replacement parts for motor vehicles primarily in the automotive aftermarket industry. SMP was founded in April 1919 and has its principal executive offices located in Long Island City, NY.
- 3. In the course of advertising its products, SMP works with various advertising companies, such as TFI Envision, Inc. ("TFI"), to create, coordinate and place its advertisements in various print and online automotive industry publications.
- 4. SMP has worked with Babcox Media, Inc. ("Babcox") of Akron, Ohio for many years, and Babcox has published SMP's advertising in numerous print and electronic media platforms.
- 5. In 2018, SMP contracted with TFI to place several advertisements for publication in Babcox media platforms. These advertisements were placed by Babcox as required.
- 6. In order to compensate Babcox for its media services in 2018, SMP sent payments to TFI for Babcox's invoices, with the expectation that TFI would forward SMP's funds to Babcox in payment for the placement of SMP's advertisements.

EXHIBIT
B

- 7. SMP became aware that in 2017 and 2018 TFI had used third party media agencies, including Della Famina and Karpa Diem. SMP was informed by TFI that Karpa Diem merged with an entity known as Hillstory Media ("HillStory"). SMP was made aware that TFI engaged HillStory to assist it with the placement of its advertisements with Babcox; however, SMP continued to make all payments due relating to such advertisements to TFI.
- 8. In early 2019, TFI and Hillstory, acting jointly as the "Agency," provided SMP with a Statement of Work agreement, signed by Elizabeth Ball of TFI and Carol Karpa of Hillstory, whereby TFI and Hillstory were to perform extensive media placement services for SMP for a renewable one year term beginning on January 1, 2019. After SMP learned that neither TFI nor Hillstory had paid Babcox for our orders placed through them in 2018 despite being fully paid by SMP, SMP terminated the Statement of Work agreement for that reason. A true and accurate copy of the joint TFI/Hillstory SMP Statement of Work agreement is attached hereto as Exhibit 1.

Print Name: Jay Eckstein

Title: Director of Marketing

Standard Motor Products, Inc.

HILLSTORY | MEDIA



Statement of Work

Date January 25, 2018
Client Standard Motor Parts

Initiative | Media Planning and Buying

Requested by Phil Hutchens

From | Elizabeth Ball and Carol Karpa

Objectives

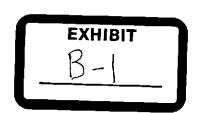
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Acceptance

The client named below verifies that the terms of this Statement of Work (SOW) are acceptable, and that the party hereto named is acting with the proper authority of his/her company.

Standard Motor Parts

Client company name

Full name

Title

Signatu

Date

hillSTORY Media
Client company name
Carol Karpa
Full name
Managing Partner
Title
Karpa
Signature
1/25/19
Date
TFI Envision Client company name
Elizabeth P. Ball
Full name
President
Title
Signature
1-25-19
Date